COUNCIL MEETING AGENDA

Pineville Meeting Hut Tuesday, November 12, 2019 6:30 p.m.



PINEVILLE TOWN COUNCIL AGENDA 6:30 P.M. - PINEVILLE HUT MEETING FACILITY TOWN OF PINEVILLE, NORTH CAROLINA TUESDAY, NOVEMBER 12, 2019

- 1) Call Meeting to Order:
 - 1. Pledge Allegiance to the Flag: (JE)
 - 2. Moment of Silence:
- 2) Adoption of Agenda:
- 3) Approval of the Minutes from the: Regular Meeting of October 8, 2019 and the Work Session and Closed Session Meetings of October 28, 2019.
- 4) Consent Agenda: a) Finance Report as of 10/31/19; b) Tax Refund
- 5) Public Comment:
- 6) Public Hearing:
 - A. Real Estate Items: (Ryan Spitzer)
 - 1. Public Hearing regarding the sale of the Cone Mill Property.
 - 2. Public Hearing regarding purchase of property from Norfolk Southern RR (Public Hearing will need to be postponed to a later date).
 - **B.** Dodge Dealership Expansion (*Travis Morgan*) Public Hearing for a request to expand the Dodge Dealership on North Polk St.
- 7) Old Business: None
- 8) New Business:
 - A. Audit Presentation (Richard Dixon) A representative from Martin Starnes & Associates will be in attendance to present their audit findings (INFORMATIONAL ITEM).
 - **B.** Discussion of Sale of Fire Truck (Ryan Spitzer/Mike Gerin) Discuss Sale of Fire Truck (ACTION ITEM).
 - C. Staff Update:
 - 1) Manager's Report
 - 2) Calendar of Events
- 9) Closed Session: Discussion of matters pursuant to NCGS 143-318.11(6), personnel matter.

to participate in this	pe of reasonable accommeeting, please contact	Barbara Monticello,	of physical, sensory, Clerk of Council, a	or mental disability t 704-889-2291 or	in o
<u>bmonticello@pinevi</u>	llenc.gov. Three days' no	otice is required.			

MINUTES

Minutes from the Town Council Regular Session Meeting of October 8, 2019 and the Town Council Work Session and Closed Session of October 28, 2019



MINUTES OF THE TOWN COUNCIL MEETING OF THE TOWN OF PINEVILLE, NORTH CAROLINA TUESDAY, OCTOBER 8, 2019

The Town Council of the Town of Pineville met in Regular Session on Tuesday, October 8, 2019 at 6:30 p.m. at the Hut Meeting Facility in Pineville.

ATTENDANCE

Mayor: Jack Edwards

Mayor Pro-Tem: David Phillips

Council Members: Debbie Fowler, Melissa Davis and Joe Maxim

Town Manager: Ryan Spitzer

Planning & Zoning Director: Travis Morgan

Finance Director: Richard Dixon Town Clerk: Barbara Monticello

CALL TO ORDER

Mayor Jack Edwards called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG (MD)

Council Member Melissa Davis led the group in the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Edwards asked for a moment of silence for our troops, first responders, police, fire and our military men and women. He asked those in attendance to remember the State Trooper who was recently hit and paralyzed, as well as Bobby Gums Sr., Beverly Furr and former resident, Jamie Brewer Ellis, all who recently passed.

ORDER OF BUSINESS:

Adoption of the Agenda:

Mayor Edwards announced a change to the agenda; he requested to add two public hearings under the Consent Agenda for the next council meeting. Mayor Pro Tem David Phillips made a motion to adopt the agenda with changes. Council Member Debbie Fowler seconded the motion and there were ayes by all. Motion passed 4-0.

Approval of the Minutes from the Regular & Closed Session Council Meeting of September 10, 2019 and the Work Session of September 23, 2019.

Council Member Melissa Davis noted two changes on page 3 of the September 10th set of minutes. Council Member Debbie Fowler moved to approve the minutes with corrections, seconded by Council Member Melissa Davis. There were ayes by all and the minutes were approved.

Consent Agenda:

The Consent Agenda consisted of the following items: a) Finance Report as of 9/30/19. Mayor Edwards called for a change to add two public hearing announcements for next month: 1) for the potential sale of the Mill Property and 2) to purchase property from Norfolk Southern Rail Road. There were ayes by all and the motion passed 4-0.

PUBLIC COMMENT:

Susan McDowell, County Commission for District 6, Susan McDowell, spoke on the ¼ cent sales tax that will be on the November referendum ballot for Mecklenburg County. She was in attendance to raise awareness that Early Voting will begin next week on the 16th. The ¼ cent sales tax is to increase funding for parks, arts and education. Certain items such as prescription drugs and gasoline, however, will not be taxed. Ms. McDowell acknowledged that this will be an uphill battle for the Arts and Science Council but it is needed for a better Mecklenburg County. She left flyers on the table near the door.

Jane Shutt of Pineville Neighbors Place reported that, to date, they have helped 804 people with over \$68,000 in financial assistance and served 661 people with food assistance from their food pantry. The Potato Drop was held last Saturday and Jane thanked council for their support, as well as that of Pineville Electric for their help. They have partnered again with the Pineville Police and have begun their holiday fundraising drive – Shop with a Cop – to collect monetary donations, as well as new toys to help children in need.

NEW BUSINESS:

- A. Amending Town Code to Remove Criminal Enforcement -- Planning Director, Travis Morgan, spoke regarding an amendment to the Town Code. It currently reads that violators of the zoning portion of the code can receive Criminal Penalties such as \$50.00 fine or Class 3 Misdemeanor. The terminology in our code is 20 to 30 years old and is no longer used so he is proposing to eliminate the penalties for the zoning portion of the Town Code as it is no longer needed. Council Member Joe Maxim moved to approve the change with Council Member Debbie Fowler seconding the motion. There were ayes by all and the motion passed 4-0. Mayor Edwards then added that there was a new law from Raleigh and they were cracking down on towns with this wording in their ordinances so we wanted to remove it before it became an issue.
- B. PCAA Tapping Fees Paul Boyd, President of PCAA, apologized for being at the meeting because the organization tries only to spend within their means but they recently found themselves in a position of needing extra money to pay for an unexpected expense that came up. Now he was before Council asking for financial assistance to cover the expense.

He noted that enrollment had gone up 11% in 2018 and there was a record number of registrations, 63 of them from Pineville. He noted that the PCAA had been fund raising over the last 4 to 5 years to make up for losing the fields when they built the new school. They've raised \$207,000 since 2015 and are being fiscally responsible with the funds. However, they miscalculated the costs of the new bathrooms they are having installed because the quote from the contractor for sewer tapping fees was \$1,500 to \$2,000. No one actually contacted Charlotte Water to find out the true cost for the sewer tapping fees were. As it turned out, they were considerably more at \$10,000. Apparently, their contractor hadn't done sewer taps in a long while and had no idea that it would cost that much.

Mr. Boyd stated that they had wanted to install bathrooms because they would qualify for three large tournaments that would bring in a lot of money. They could not host the tournaments, however, without bathroom facilities. Additionally, when trying to tie into the sewer line, there were no maps showing where the lines were and it turned out that they were located under the asphalt. It costs an additional \$4,600 to dig through asphalt. After all was said and done, tap fees turned out to be \$17,000, which PCAA already paid, and the additional \$4,600 in digging fees all of which Mr. Boyd was seeking reimbursement for.

Council Member Melissa Davis said she was impressed on the growth of the PCAA but disappointed that they did not do their due diligence in checking on the true costs of tapping fees. The town had given \$300,000 up front to the PCAA and that she could not believe that their contractor did not know the cost of tapping fees. She is not opposed to loaning PCAA the money but is against giving them \$17,000.

During the conversation with an exchange of information between Mr. Boyd and Council Member Davis, it was stated that changes had been made to the PCAA by-laws and that Erin Hamilton from the Parks and Recreation Department, was no longer President of the association. There had also been some change to the by-laws. Council Member Davis stated she didn't know anything about the changes. Ms. Hamilton stated she had talked to the Mayor about the changes but that it did not have to come before council. Town Manager Ryan Spitzer said everyone had gotten a copy of the changes that were made.

Council Member Davis asked about the building improvements and what that \$25,000 had been spent on. Paul Boyd advised he would investigate and let Ms. Davis know what it was for. Council Member Davis asked Mr. Boyd if they had applied for any grants. Mr. Boyd indicated that they looked into one grant that really didn't have a large amount of funding attached to it. They did not want to apply for the small amount of money that may have taken away from those that needed it more so they made a decision not to apply for it.

Mayor Pro Tem David Phillips said he was glad to see the bathrooms going in. In reviewing the expense report, he asked if we charged PCAA to use our fields at Jack Hughes Park. Erin Hamilton indicated that they did pay us to use the fields. Mayor Pro Tem Phillips suggested offsetting some of the \$17,000 by not charging the PCAA to use our fields. He also thought that something could be worked out with the grounds maintenance fee of \$13,000 but Mr. Boyd stated that a 3rd party had to do it because chemicals were used on the fields that required a licensed person to administer. Mr. Phillips suggested putting that service out for bid next season. Mr. Phillips asked if PCAA was footing the bill for the travel teams? Mr. Boyd responded that the Rec kids did not subsidize the Travel kids. Mayor Pro Tem Phillips stated that because there were no capital projects coming up, the town could give the PCAA \$7,000 now, along with the \$10,000 the town normally donated to them each year. We would just be giving it to them early. He stated that it was easier on council to give PCAA the entire \$17,000 that way. He asked Town Manager, Ryan Spitzer and Finance Director, Richard Dixon if we had enough to cover that amount. Mr. Phillips suggested waiving the fees for using the Jack Hughes Park fields.

Council Member Joe Maxim was in favor of waiving PCAA's \$8,000 fees for use of Jack Hughes Park fields. Council Member Maxim asked why PCAA had to foot the bill for the \$4,600 extra costs for plans that Charlotte Water did not have? He asked Mr. Boyd if he had any idea why those plans were outdated? Mr. Boyd was not sure what happened — but when the school was built, they tapped the sewer out the other way and that's when they discovered that the pipe went across asphalt not just dirt. Council Member Maxim asked Mr. Boyd if he had information on what the impact would be to Pineville if we did host the three major tournaments in town? Did he have any idea how much money it would generate for Pineville but Mr. Boyd really wasn't sure of the numbers. Council Member Maxim stated that he thought it was a wise move to go from a full-blown concession stand to a scaled-back, pavilion style facility as it demonstrated fiscal responsibility

Council Member Melissa Davis asked why the tournaments were not played at Jack Hughes Park to which Mr. Boyd stated that those fields were usually booked far in advance. Council Member Davis wanted Council Member Maxim to know that Pineville wasn't responsible for water and sewer maps. Joe then asked if the town could charge Charlotte with updating of the maps to avoid issues like this in the future. Mayor Edwards asked what the consensus of council was at that point. Council member Melissa Davis commented that she was in favor of loaning the money to PCAA and willing to look at waiving the fee for the use of the Jack Hughes Park fields. Mayor Pro Tem David Phillips said he was in support of providing money to the PCAA. Council Member Joe Maxim stated that we should support the request as presented and give \$17,000 to the PCAA. He added that council would appreciate updates on the project more frequently.

Council Member Debbie Fowler wanted clarification that Mr. Boyd was asking for the full amount of \$17,484. Mr. Boyd responded that it was correct. Council Member Melissa Davis asked where the money would come from. Would it come from Culture and Tourism or would it come from contingency funds? Town Manager Ryan Spitzer stated this was council's decision to make – we use Culture and Tourism for many things. Ms. Davis stated that we had already spent \$350,000 and we had to be more diligent with tax payers money. She said she was ok with \$10,000 coming out of Culture and Tourism and suggested we discuss the field rental

fees at a work session. Council Member Joe Maxim said he would like to see project and cost updates more often. Mr. Boyd promised to be here at next months' meeting to give an update. Joe said he was for the \$10,000 coming out of Culture and Tourism as well as possibly waiving the \$8,000 used for playing on Jack Hughes Park fields. Joe said he was also OK. with reimbursing the additional \$5,000 for having to dig through asphalt to connect the sewer line.

Council Member Melissa Davis made a motion to allow PCAA \$10,000 from Culture and Tourism funds then revisit the \$8,000 fee for Jack Hughes Park field rentals at a work session. Joe Maxim seconded the motion and it passed 4-0.

- C. RESOLUTION TO PAY FOR CONSTRUCTION OF NEW TOWN HALL (Ryan Spitzer) Town Manager, Ryan Spitzer, stated that the IRS required that we do a resolution stating that we can wrap certain fees into the financing of a new Town Hall. The resolution was being presented before council. There were no comments or questions from council. Council Member Debbie Fowler moved to approve the Resolution and Mayor Pro Tem David Phillips seconded the motion and it passed 4-0.
- D. CONTRACT FOR NEW TOWN HALL FINANCING (Ryan Spitzer) Town Manager, Ryan Spitzer, stated that Finance Director, Richard Dixon, had met with a couple of firms to help us get through the LGC process Waters and Company was only charging us \$35,000 to do this, which is less than most other companies. A letter with their proposal was included in the packet of information for Council but there were no questions or comments. Mayor Pro Tem David Phillips made a motion to accept the contract and Council Member Joe Maxim seconded the motion. Motion was approved 4-0.
- E. BUDGET AMENDMENT (Richard Dixon) Mr. Dixon stated that there were actually two budget amendments he was presenting before Council: one for the replacement of consoles for telecommunications in the Police Department using 911 Fund Reserves and one for the new mowing contract approved in fiscal year 2020 using Public Works salaries to pay for the mowing contract. Mayor Pro Tem David Phillips moved to approve the budget amendments and Council Member Melissa Davis seconded the motion. There were ayes by all and the motion passed.
- F. Staff Update (Ryan Spitzer) Town Manager, Ryan Spitzer, reported on the following items:
 - We are well above state average for Customer Service in Electric. Sheet distributed to council
 explaining their excellent customer service rating at Electric Department.
 - October 15th @ 6:30 will be the second Town Hall meeting on Districting.
 - Mr. Spitzer announced that they would not be moving forward with AMI study will use the funds instead to replace poles, make upgrades to substations, etc.
 - Leadership Team for new Town Hall will be held Thursday, October 10th @ 2 p.m. Leadership Team being formed; if anyone was interested in being on the team, let Ryan know. Public Workshops on design of new Town Hall with tentative dates of October 24th and December 10th. Design for new Town Hall takes about three months and will be voted on by January 26th, 2020. We will not be going with a LEED certification. We will design some energy efficient measures but the cost to do the LEED would be \$100,000 more. The county is doing away with this as it has become very costly.
 - Lastly, we will be getting rid of the two houses on Dover Street. An RFP can be put out to take them and move them somewhere else, or we will demolish them. The Fire Department can burn them down. Ryan will be in touch with the Fire Department to demolish them.
 - Fall Festival is October 18th and 19th and the Halloween Bash at Jack Hughes Park will be October 26th.
 - Work sessions moved up one week in both November and December.

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ADJOURNMENT: At 7:50 p.m. Council Member Melissa Davis moved to adjourn the meeting with Council Member

Depole Fowle	n seconding the motion.	There were ayes by an	and the meeting a	aujourneu at 7.50 p.m.	
				Mayor Jack Edwards	
ATTEST: _	Barbara Monticello, T	own Clerk	-		



MINUTES OF THE TOWN COUNCIL WORK SESSION OF Monday, October 28, 2019 · 6:00 P.M. Pineville Telecommunications Bldg. 118 College Street, Pineville, NC

The Town Council of the Town of Pineville, NC, met in a Work Session on Monday, October 28, 2019 at 6:00 p.m. at the Telephone Building located at 118 College St. in Pineville NC.

ATTENDANCE

Mayor: Jack Edwards

Mayor Pro-Tem: David Phillips

Council Members: Melissa Davis, Debbie Fowler and Joe Maxim

Town Manager: Ryan Spitzer Town Clerk: Barbara Monticello

CALL TO ORDER

At 6:00 p.m. Mayor Jack Edwards asked for a motion to open the meeting. Mayor Pro Tem David Phillips moved to open the meeting, seconded by Council Member Debbie Fowler. There were ayes by all and the meeting commenced.

Mayor Edwards requested a change in the agenda to hold the Closed Session first since Attorney John Buben was present. All agreed. Council Member Joe Maxim moved to open the Closed Session, seconded by Council Member Melissa Davis. Motion passed 4-0 and the Closed Session opened at 6:01 p.m.

CLOSED SESSION:

Town Manager, Ryan Spitzer, introduced Real Estate attorney, John Buben to the group. He presented information and answered questions from Council Members on two real estate items. After a lengthy discussion, the attorney was directed on to the next steps.

Council Member Melissa Davis moved to exit Closed Session, seconded by Council Member Joe Maxim. Motion passed 4-0 and Closed Session ended. A five-minute break was called for.

Council Member Melissa Davis moved to open the Regular Work Session Meeting at 7:35 p.m., seconded by Mayor Pro Tem David Phillips. Motion passed 4-0 and the regular meeting began.

OPEN SESSION:

A. Discussion on Merit Increases

Mayor Pro Tem David Phillips spoke regarding an evaluation that Tammy Vachon, Department Head for the Telecommunications Department, recently completed. She was under the impression that she was only permitted to give an increase of no more than 2.5%. Mayor Pro Tem Phillip felt we should be able to give a merit raise beyond 2.5% if someone was doing a really good job.

Council Member Debbie Fowler stated she was dead set against giving anything more than a 2.5% increase. She stated that there should be very few people rated as a 5 and Haynes should have been making sure there was documentation for anyone who was rated as a 5 (highest rating, consistently exceeding requirements). Mayor Pro Tem Phillips believes that a 2-2.5 % increase should be combined with a cost of living raise (COLA). Giving 2.5% barely covers the cost of an increase in insurance. If a person is rated as a 4, that person should get no more than a 2.5% increase and anyone rated as a 5 should be documented fully as to why they deserve to be rated as a 5. Council Member Joe Maxim stated he believes we should do the 2nd part of what we promised with merit increases and add in a cost of living increase.

Council Member Debbie Fowler pulled out her sheet from the salary study that had been done last year and stated that it didn't have any telephone department salaries listed on the sheet and asked if they, too, were included in on that study. She remembered that it was difficult to find other municipalities with telephone departments so the data was limited. Town Manager, Ryan Spitzer, stated that it was limited but they used salaries based, not on municipalities with phone companies, but telecommunications positions in general.

Town Manager Ryan Spitzer reminded council members that they had done one market correction in the middle of the year and another one at the end of the year. Currently, the salary increase is 2.5% if you are doing your job, and if you are doing an exceptional job the increase is 3%. Council Member Debbie Fowler then asked about the manager's evaluation form that was distributed to each council member. She couldn't answer some of the questions on the evaluation form and stated she had no idea how Ryan interacted with the department heads. She is not there every day to see how he interacts with individual department heads. The Mayor then advised Debbie to just answer what she was able to answer.

Council Member Joe Maxim stated that he didn't think the town should spend money on doing compensation studies year after year. If we did a merit increase along with a COLA we shouldn't have to do that each year. Council Member Fowler asked if it wasn't cheaper just to terminate the person if they weren't performing up to expectations. Mr. Spitzer responded that if you let someone go, it would cost more to train someone new. To hire someone new and train them for the job costs more money than retaining an employee.

Council Member Joe Maxim stated that the average COLA adjustment was at 2.9% but suggested the town consider a COLA of 2.5%. Mayor Pro Tem David Phillips reminded the group that they chose not to go above 2.5% because of the economy at the time but things have changed since then. Town Manager Spitzer reminded the members of Council that the only time they should be involved in employees' salaries is at budget time.

Council Member Joe Maxim stated that a COLA is a good thing to consider and that 2% was a good place to start, with merit increases capping out at 3%. Council Member Fowler requested a break down on merit increases and a COLA. Town Manager Ryan Spitzer advised council he would get information on this to Council and it will be discussed at the November Work Session. Council Member Melissa Davis agreed that they needed to explore the issue more.

Ms. Davis then asked Ryan where we were with the time clocks. He replied that it was still being worked on to get it to tie into Elations using GPS capabilities. Council Member Melissa Davis did not want employees to be able to log in from their phone. She stated that she wanted to be sure that employees were signing in from their desktops. At the conclusion of the conversation, Council directed the town manager to come back with pricing for a simple, old-fashion time clock. That was all they wanted; a time clock that employees just punch into.

The conversation turned to the cameras at the park and on Main Street. Mayor Pro Tem David Phillips stated that the cameras at the park and on Main Street weren't being updated on a regular basis as they should be. Council Member Melissa Davis stated she had requested 4 video tapes and found that 3 of the 4 she requested had not recorded. Town Manager Ryan Spitzer stated he had someone coming in the next day to look at taking over the cameras. She wanted to be sure that all of the cameras were in working order.

Council Member Debbie Fowler stated that Finance Director, Richard Dixon usually provides her with detailed financial statements and after looking through them she found a lot of errors, specifically in the Governing Board Expenses, Interest Revenue, and Police Overtime. She noted that \$6,000 worth of overtime had already been paid out in the Police Department and we weren't even half way through the year. At that rate, we had better budget a lot more for OT in that department. She did not like how Mr. Dixon calculated the interest revenue. He puts it all into the General Fund and did not divide it out. Debbie feels we should be splitting it out each month and not waiting until the end of the year to do it. She stated that the Finance Director should be looking over the report for any errors before giving it to a council member.

Council Member Fowler wanted to know if the town was going to sponsor a Shred Event. She feels we should be looking in to having a shred event for residents. Mayor Pro Tem David Phillips reiterated that he wanted quotes provided on time clocks.

ADJOURNMENT: Having no further business, Council Member Joe Maxim moved to adjourn the meeting with Mayor Pro Tem David Phillips seconding the motion. There were ayes by all and the meeting was adjourned at 8:45 p.m.

	Jack Edwards, Mayor
ATTFOT.	
ATTEST:	
Barbara Monticello, Town Clerk	

CONSENT AGENDA ITEMS

- a) Finance Report as of 10/31/19
- b) Tax Refund

Town of Pineville Budget vs. Actual 10/31/2019

			%
	<u>Budget</u>	<u>Actual</u>	of Budget
Revenues			
Property Tax	\$ 8,166,295	\$ 971,729	11.90%
Prepared Food Tax	675,000	373,729	55.37%
Room Occupancy	610,000	182,586	29.93%
Franchise Tax	900,000	244,605	27.18%
Sales Tax	1,400,000	340,250	24.30%
Storm Water	405,000	109,500	27.04%
Powell Bill	180,000	104,200	57.89%
Other	1,179,815	744,458	63.10%
Sale of Fixed Asset	3,500,000	-	0.00%
Appropriated F/B - Restricted Police	205,000	205,000	100.00%
Appropriated F/B Cultural and Tourism	88,185	88,185	100.00%
Total	\$ 17,309,295	\$ 3,364,242	19.44%
Expenditures			
Governing Board	\$ 121,500	\$ 58,933	48.50%
Administration	5,550,835	223,273	4.02%
Human Resources	201,083	49,966	24.85%
Zoning	368,222	123,007	33.41%
Police	5,268,789	1,799,098	34.15%
Fire	1,034,100	401,670	38.84%
Public Works	771,215	230,339	29.87%
Storm Water	431,375	96,609	22.40%
Powell Bill	892,413	25,087	2.81%
Sanitation	600,000	143,625	23.94%
Recreation	592,578	199,604	33.68%
Cultural/Tourism	1,373,185	539,706	39.30%
Cemetery	4,000	-	0.00%
Contingency	 100,000	_	0.00%
Total	\$ 17,309,295	\$ 3,890,918	22.48%

Town Of Pineville Johnston Road Realignment 10/31/19

	FY17	FY18	FY19	FY20	Total Project	Project Budget
Road Realignment Revenue						
DOT grant	-	-	-		-	
General Fund Balance					1,957,000	1,957,000
Total Road Realignment Revenue	-	-	-		1,957,000	1,957,000
Road Realignment Expense						
Land/Building	-	731,228	6,586	-	737,814	725,000
Engineering	-	74,089	47,278	31,459	152,825	307,000
Construction				-		925,000
Total Road Realignment Expense		805,317	53,863	53,863	890,639	1,957,000

Town Of Pineville Splash Pad/Dog Park 10/31/19

	FY17	FY18	FY19	FY20	Total Project	Project Budget
Cultural & Tourism Reserves	_				361,460	361,460
Part F Grant	-	-	129,465	91,241	220,706	361,460
Transfer from Cultural & Tourism						50,000
Total Part F Grant Revenue		-	129,465	91,241	582,166	772,920
Part F Grant Expense						
6201.7200.70	32,656	61,816	324,720	92,495	511,687	772,920
6201.7400.70			275,132		275,132	
Total Part F Grant Expense	32,656	61,816	599,852	92,495	786,819	772,920

Town of Pineville Electric Fund 10/31/2019

				%
		<u>Budget</u>	<u>Actual</u>	of Budget
Revenues				
	Electric	14,438,143	5,948,131	41.20%
Expenditu	res			
	Administration & Billing Support	488,739	198,607	40.64%
	Purchased electricity	8,863,296	2,877,175	32.46%
	Operations and Maintenance	5,086,108	462,087	9.09%
	Total	14,438,143	3,537,869	24.50%

Town of Pineville ILEC Telephone Fund 10/31/2019

				%
		<u>Budget</u>	<u>Actual</u>	of Budget
Revenues				
	Revenues	1,464,345	491,360	33.55%
	Telephone Reserves	1,210,450	1,210,450	100.00%
	Total Revenue	2,674,795	1,701,810	63.62%
Expenditu	res			
	Operating Transfer Out	357,749	357,749	100.00%
	Operating Expenses	1,266,996	419,504	33.11%
	Plant under Construction	1,050,050	39,191	<u>3.73%</u>
	Total	2,674,795	816,444	30.52%

Town of Pineville CLEC Telephone Fund 10/31/2019

			%
	<u>Budget</u>	<u>Actual</u>	of Budget
Revenues			
Revenue	1,033,604	428,951	41.50%
Transfer from ILEC	357,749	357,749	100.00%
Total	1,391,353	786,700	56.54%
Evnandituras			
Expenditures			
Operating Expenses	1,255,953	460,522	36.67%
Plant under Construction	135,400	2,750	2.03%
Total	1,391,353	463,272	33.30%



	MEMORANDUM
TO:	MAYOR EDWARDS AND TOWN COUNCIL
FROM:	FINANCE DEPT
SUBJECT:	TAX REFUND, ADJ # 578549
DATE:	10/15/19
\$42.81, to Br	ve the following tax refund during the November Council Meeting. Total refund due ridgestone Retail Operations LLC at 200 4th Ave South, Nashville, TN 37201. efund is Penalty in Error.
Appro	oval:Date

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Tax	Bill Number	Source Type	Adj #	Adj Reason	Date of Adj. Refund Recipient Name	Refund Address Line 1	Refund Address Line 2	City	State	읈	Refun	d nt (\$)
2019	0001505365-2019-2019-0000-00	BUS	578549	Penalty In Err	9/17/19 BRIDGESTONE RETAIL OPERATIONS LLC - 028797	200 4TH AVE SOUTH	SUITE 100	SUITE 100 NASHVILLE TN 37201 \$	본	37201	ம	42.81
										Total \$	4	42.81

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Public Hearings

- A) Real Estate Item: (Ryan Spitzer)
- B) Dodge Dealership Expansion (Travis Morgan)

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 11/7/2019

Re: Public Hearing for the Sale of Cone Mills

Overview:

The Town has been working with a developer for the redevelopment of the Cone Mills site to include office space as well as commercial, retail, and or restaurant space. In order to do this the buildings will have to be demolished and infrastructure upgrades will have to take place. In recognition of the investment the developer will be putting in to the site, the Town has offered to contribute \$3.3 million to the rehabilitation of the space. This includes refunding the purchase price of \$2.33 million back to the developer.

The \$3.3 million investment by the Town is broken down as following:

\$1.2 million for demolition of the buildings and asbestos and environmental remediation

\$1.9 million for road, water, sewer and other public infrastructure improvements

\$200,000 for traffic signage and signalization improvements.

The Town has been actively working on a contract with the developer. We thought that the contract would be finalized by the November 12th, 2019 Council Meeting, however there are a few proposals that the developer is not comfortable with and is proposing some new language in the form of a revised contract back to the town after multiple discussions over the past week.

However, the Town still needs to formally vote to declare the redevelopment of the Cone Mills Site and the redevelopment of the adjacent property as both a Downtown Development Project under G.S. 160A-458.3 and as an Economic Development Project under G.S. 158.7.1. This will allow the town to assign responsibilities for some projects to the developer and reimburse them for those expenses.

Estimated Costs:

\$3.3 million (includes the purchase price). The overall impact to the budget is \$1 million.

Attachments:

None

Recommendation:

Approve that the Cone Mills Site and adjacent property a Downtown Development Project and an Economic Development Project.

Workshop Meeting



To: Town Council **From:** Travis Morgan

Date: 11/12/2019

Re: Dodge Dealership Parking Expansion (Public Hearing/Action Item)

Background:

Jeff Cropp on behalf of the Dodge dealership located at 10724 Pineville Road has met with council prior about purchasing the rear property along Cadillac Street. Clarification about the existing former concrete pumping building, fencing/screening and streetscape improvements and bond have been discussed with the board previously.

Request:

Jeff Cropp on behalf of Dodge wishes to utilize the rear vacant property for a gravel parking overflow lot. Existing building to remain and used by Dodge only as parts and operations center offices shown. They need council approval to incorporate this new parcel located at 10600 Cadillac Street also identified as parcel number 20509204 into the existing Dodge conditional site plan.

Additional information:

New property added: approximately 6.883 acres before additional road right of way dedication **Parking added**: approximately 465 parking spaces.

Existing building kept for dealership support services office and parts. Not to be sold or used as second car dealership

County: All county review and permitting still apply

Screening: Parking lot shown screened with evergreen shrubs or decorative fence per ordinance

Request: Applicants request two-year postponement of street improvements.

Staff Comment:

Staff comment is for Cadillac street improvements consistent with any new or expanded use. It is also for consistency with the existing and improved Dodge property. See site plan and road cross section. Improvements shown and recommended are

- 1) New road right of way property dedication for all dodge property from back of sidewalk to road center.
- 2) New sidewalk along added property
- 3) New planting strip along added property
- 4) New street trees in planting strip along added property
- 5) New decorative pedestrian street lights along property
- 6) New curbing added along added property
- 7) Need a guarantee bond to be placed per usual bonding ordinance for unbuilt items prior to the property being utilized.
- 8) Bond length of time is recommended at 2 years.

OLD BUSINESS:

None

NEW BUSINESS

- A. Audit Presentation
- B. Discussion of Sale of Fire Truck
- C. Staff Update
 - 1) Manager's Report
 - 2) Calendar of Events

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 11/7/2019

Re: Sale of Ladder Truck to Hudson Volunteer Fire Department

Overview:

Chief Gerin has found a buyer for the ladder truck the Town is replacing. The Hudson Volunteer Fire Department has offered to pay \$150,000 for the 1995 ladder truck. This is more than the Volunteer Fire Department was expecting. Due to the size of the town and department, they would like to pay in two installments: the first installment, \$75,000 would be on receipt and the second installment, \$75,000 would be on or before October 1, 2020 (they need to appropriate it in next year's budget).

The contract states that they assume the ladder "As Is" upon receipt. It also states that they would not receive our current ladder truck until the new ladder truck arrives at Atlantic Emergency Solutions in Charlotte. This is the facility where the final touches are put on the ladder truck and the equipment installed.

The period from the sale of our current ladder truck to having the new ladder truck ready for service will be approximately 1 to 2 months. During this time, the Chief is confident that we can get a Charlotte or other nearby community to have a ladder truck on stand-by in case we need it.

Attachments:

Contract Information

Recommendation:

Approve the sale of our Ladder Truck to Hudson Volunteer Fire Department for \$150,000

NORTH CAROLINA MECKLENBURG COUNTY

AGREEMENT OF SALE FOR 1995 PIERCE 105' QUINT APPARATUS BETWEEN THE TOWN OF PINEVILLE, NORTH CAROLINA AND THE HUDSON VOLUNTEER FIRE DEPARTMENT, INC.

THIS AGREEMENT, made this ______day of November, 2019 by and between the Town of Pineville, a Municipal Corporation existing under the Laws of North Carolina, with administrative offices located at 200 Dover Street Pineville, Mecklenburg County, North Carolina, hereinafter referred to as the "Seller", and The Hudson Volunteer Fire Department, INC., a nonprofit corporation organized and existing under the Laws of the State of North Carolina, with administrative offices located at 122 Mt Herman Rd, Hudson, North Carolina hereinafter referred to as the "Buyer," collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Buyer intends to purchase a 1995 Pierce 105' Quint Apparatus, VIN: 4P1CT02G4SA00344 hereinafter referred to as the "Ladder Truck" from the Seller; and

WHEREAS, the Parties believe that entering into an agreement for the sale of the Ladder Truck will serve the public welfare and benefit both Parties by providing a financial benefit to the Seller and by improving the Buyer's ability to provide fire and rescue services in its jurisdiction; and

NOW, THEREFORE, in consideration of the mutual promises and understandings hereinafter contained, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Date of Transfer.

This Agreement shall be executed by the Parties, and the Ladder Truck and all related items or equipment shall be delivered to the Buyer when the Seller's Ladder Truck arrives at Atlantic Emergency Solutions, located at 6809 Statesville Road, Charlotte, NC 28269 and is ready for pickup.

2. Conditions Precedent to Transfer.

The Parties shall complete the following actions before the Ladder Truck is transferred from the Seller to the Buyer:

a. This Agreement must have been approved by the Town Council of the Seller, by the Board of Directors of the Buyer, and by the Local Government Commission of North Carolina and authorized agents of the Parties must have been authorized to sign it and must sign it.

- b. The following documents must also be properly executed by the Parties:
 - i. The Bill of Sale attached hereto as Exhibit A must be properly executed by the Seller and delivered to the Buyer.
 - ii. The title to the Ladder Truck must be properly executed by the Seller, ready to deliver to the Buyer, with the correct odometer reading properly recorded on the title.
 - iii. The Note attached as Exhibit B must be properly executed by the Buyer, and the delivered to the Seller.
- c. The Buyer shall acquire, at its own expense, a North Carolina vehicle insurance policy on the Ladder Truck and related equipment which provides liability, comprehensive and collision coverage to insure against loss or damage. The Town of Pineville must be named as an additional insured until the Note attached to this Agreement has been paid and satisfied in full. The Buyer shall present proof of vehicle insurance to the Seller on the date of transfer.
- 3. Payment of Purchase Price. The Buyer will pay the sum on one hundred and fifty thousand dollars (\$150,000.00) ("purchase price") to the Seller in two (2).installments: the first installment shall be paid in cash by certified or cashier's check on the date of transfer in the amount of seventy-five thousand (\$75,000.00); and the second installment of seventy-five thousand (\$75,000.00) shall be represented by the Note attached as Exhibit B, and the Note and the installment shall be paid in cash by certified or cashier's check on or before October 1, 2020. Both checks shall be payable to the Town of Pineville. Buyer shall be responsible for full payment of the purchase price, despite any undisclosed faults as Seller makes no representations and disclaims and excludes any implied or express, either in fact or by operation of law, by statute or otherwise, and specifically disclaims any other warranties, whether written or oral, or express or implied, including any warranty of quality, fitness for any particular purpose, merchantability, or any warranting arising from any course of dealing or performance or usage of trade.
- 4. Additional expenses in connection with this Agreement. The Parties will pay their own expenses, including mileage, travel, and fuel expenses and fees of their respective counsel and other advisors incurred in connection with the effectuation and administration of this Agreement.
- 5. Covenants of the Seller.

The Seller covenants that:

a) It has, and will transfer an unencumbered title, free from any liens or ad valorem taxes, to the Buyer on the date of transfer.

- b) It will not sell the Ladder Truck to any other purchaser.
- c) The Ladder Truck will be available for pickup at the Pineville Volunteer Fire Station together with all items and/or equipment advertised with the Ladder Truck.
- d) All testing reports, maintenance records, and manuals that are available to the Seller, and/or the Pineville Volunteer Fire Department will be transferred to the Buyer on the date of transfer.
- e) It shall take all necessary steps to effectuate the transfer of title.

6. Covenants of the Buyer.

The Buyer covenants that:

- a) It shall present proof of insurance as provided in Section 2 c. of this Agreement to the Seller on the date of transfer;
- b) It shall indemnify the Seller and all its agents who assist or participate in transferring the Ladder Truck and equipment to the Buyer.
- c) It shall deliver to the Seller the check and the note required by Section 3.
- d) It shall be responsible for and shall pay all taxes or transfer fees due to the N. C. Division of Motor Vehicles, including the cost of registering the Ladder Truck in its name.

7. Interpretation of Agreement.

All differences between the parties to this Agreement, arising out of the interpretation of this Agreement shall be construed without reference to the identity of the drafter.

- 8. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of North Carolina.
- 9. Entire Agreement and Amendments. This Agreement, including its exhibits, constitutes the entire agreement of the parties with respect to the subject matter hereof and neither this Agreement nor any provision hereof may be modified, amended or terminated except by a written agreement signed by the parties. Buyer acknowledges it has not relied upon any representation or statement, written or oral, not set forth in this Agreement.
- 10. <u>Waivers</u>. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or a similar nature.
- 11. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall apply only to such specific provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be reformed, construed and enforced as if any such illegal, invalid or unenforceable provision were not contained herein.

NO WARRANTIES BY THE SELLER. The Seller makes no warranties either express or implied of any kind as to the condition of the Ladder Truck. The Ladder Truck is sold in "as-is" and "where is" condition in its present condition with all faults, including any damage or routine wear and tear, and shall be the sole responsibility of the Buyer upon the date of transfer. Buyer agrees and acknowledges that Seller makes no representations in regard to the Ladder Truck, and that Seller disclaims and excludes any implied or express, either in fact or by operation of law, by statute or otherwise warranties and specifically disclaims any other warranties, whether written or oral, or express or implied, including any warranty of quality, fitness for any particular purpose, merchantability, or any warranting arising from any course of dealing or performance or usage of trade.

IN WITNESS WHEREOF, the Town of Pineville, Seller, has caused this Bill of Sale to be executed by its duly authorized Town Manager, and attested by its Town Clerk, and its seal to be hereunto affixed, all by authority of the resolution of the Town Council, the day and year first above written.

SELLER	
TOWN OF PINEVILLE	
A North Carolina Municipal Corporation	
by:	
Town Manager	
ATTEST:	
Clerk to the Town Council	
North Carolina Mecklenburg County	
I,, a Notary State of North Carolina Certify that	Public of the Personally
appeared before me this day and acknowledged that he or she is the Clerk to	
Council for Pineville, North Carolina, a North Carolina municipal corporati	
by authority duly given and as the act of the Town Council of the Town of	
foregoing Bill of Sale was signed in its name and by its Town Manager, Se corporate seal, and attested by him or her as its Town Clerk.	
orporate boar, and accessed by min of not as no rown cities.	
Witness my hand and seal, this the day of	, 2019.

My Commission exp	pires:	
This instrument has been pr Budget and Fiscal Control	re-audited in the manner required by Act.	the Local Government
	BUYER THE HUDSON VOLUNTEER I INC.	FIRE DEPARTMENT,
	by: President/Chairperson Board of I	Directors
ATTEST:		
Secretary of the Board of Di	rectors	
Caldwell County		
Directors of The Hudson V given and as the act of the l Inc. the foregoing Agreement	rtify thaty and acknowledged that he or she is of the control of Directors of The Hudson Vent was signed in its name and by its alled with its corporate seal, and attesticated the corporate seal.	Personally is Secretary of the Board of that by authority duly Volunteer Fire Department, s President/Chairperson of
Witness my hand an	nd seal, this the day of	, 2019.
Notary Public	Printed N	ame of Notary Public
My Commission ex	xpires:	

PREPARED BY: L. Oliver Noble, Jr. - Robert A. Mullinax, PLLC, Attorney, P. O. Box 148, Newton, NC 28658-0148

NORTH CAROLINA

BILL OF SALE

MECKLENBURG COUNTY

THIS BILL OF SALE, made this _____day of November, 2019, by the **Town of Pineville**, a local municipality existing under the Laws of North Carolina, with administrative offices located at 200 Dover Street Pineville, Mecklenburg County, North Carolina, hereinafter referred to as the "Seller", and **The Hudson Volunteer Fire Department, Inc.**, a nonprofit corporation organized and existing under the Laws of the State of North Carolina, with administrative offices located at 122 Mt Herman Rd, Hudson, North Carolina hereinafter referred to as the "Buyer,"

WITNESSETH:

Seller, for and in consideration of a cash payment of \$75,000.00, paid this date, and a Note in the principal amount of \$75,000.00 which has been signed and delivered to the Seller this date simultaneously with the execution of this Bill of Sale, has bargained and sold and by these presents does bargain, sell and convey unto the Buyer, its successors and assigns, the following property:

A 1995 Pierce 105' Quint Apparatus, VIN: 4P1CT02G4SA00344 which is hereinafter referred to as the "Ladder Truck" and all the equipment or accessories which accompany and are used on the Ladder Truck in its operation as a road-worthy vehicle, or in its operation as fire-fighting equipment.

The odometer reading on the vehicle on this date is:
______. The Seller makes no warranties either express or implied of any kind as to the condition of the Ladder Truck. The Ladder Truck is sold in AS-IS condition, including any damage or routine wear and tear; henceforth, maintenance of the Ladder Truck shall be the sole responsibility of the Buyer.

Buyer shall be responsible for full payment of the purchase price, despite any undisclosed faults as Seller makes no representations and disclaims and excludes any implied or express, either in fact or by operation of law, by statute or otherwise, and specifically disclaims any other warranties, whether written or oral, or express or implied, including any warranty of quality, fitness for any particular purpose, merchantability, or any warranting arising from any course of dealing or performance or usage of trade.

Seller has assigned the Motor Vehicle Title of the Ladder Truck to the Buyer and the Buyer has completed an application for a new title in its name.

To have and to hold said personal property to the Buyer, its successors and assigns in fee simple.

And the Seller covenants that it is seized of said property in fee, that the property being conveyed is free and clear of all encumbrances whatsoever, and that it will warrant and defend the title thereto against the lawful claims of all persons or entities whomsoever.

IN WITNESS WHEREOF, the Town of Pineville, Seller, has caused this Bill of Sale to be executed by its duly authorized Town Manager, and attested by its Town Clerk, and its seal to be hereunto affixed, all by authority of the resolution of the Town Council, the day and year first above written.

ELLER
OWN OF PINEVILLE
North Carolina Municipal Corporation
y:
own Manager
TTEST:
elerk to the Town Council
IORTH CAROLINA
MECKLENBURG COUNTY
I,, a Notary Public of the tate of North Carolina Certify that Personally
ppeared before me this day and acknowledged that he or she is the Clerk to the Town council for Pineville, North Carolina, a North Carolina municipal corporation, and that
y authority duly given and as the act of the Town Council of the Town of Pineville, the pregoing Bill of Sale was signed in its name and by its Town Manager, Sealed with its proporate seal, and attested by him or her as its Town Clerk.
Witness my hand and seal, this the day of, 2019

Notary Public	Printed Name of Notary Public
My Commission expires:	

PROMISSORY NOTE

\$75,000.00		Hudson, North Carolina , 2019
		, 2017
to the Town of Pineville, or of without interest on or before All parties to this note presentment for payment, derother notices and demands w	order SEVENTY-FIVE THOU October 1, 2020. e, including endorsers, sureties mand, protest, notice of nonpa hatsoever and agree to remain	Fire Department, Inc. promises to pay JSAND DOLLARS, (\$75,000.00), s and guarantors, if any, hereby waive syment or dishonor and any and all bound until the principal is paid in
to holder a reasonable attorned balance of principal due, if a whether suit is filed or not, p	ey's collection fee in an amour fter default this note is turned	Epayment, and do further agree to pay at not to exceed 15 percent of the over to the attorney for collection, d. All endorsers and sureties hereby ice of such extensions.
note by way of any warrantie the purchase price, despite disclaims and excludes any statute or otherwise, and sp oral, or express or implied,	es by the Seller as Buyer shall any undisclosed faults as Se implied or express, either in pecifically disclaims any other including any warranty of our any warranty of cor any warranting arising from the second	have no defenses to this promissory be responsible for full payment of ller makes no representations and a fact or by operation of law, by er warranties, whether written or quality, fitness for any particular om any course of dealing or
Witness our hands and seals,	, this the day and year first abo	ove written.
	THE HUDSON VOLUNTE	ER FIRE DEPARTMENT, INC.
	by:President/Chairperson Board	l of Directors

ATTEST:

Secretary of the Board of Directors		
North Carolina		
Caldwell County		
I,	is Secretary of the Board, and that by authority of theer Fire Department, In Chairperson of the Board as its Secretary.	rd of Directors of luly given and as the act of nc. the foregoing Agreement of Directors, Sealed with
Notary Public	Printed Name of	f Notary Public
My Commission expires:		

November

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
28	29	30	31	1	2	3
4	5 Election Day	6	7	8	9	10
11 Veteran's Day. Offices Closed THANK YOU VETERANS	Council Meeting 6:30 pm @ the HUT	13	14	15 Unplugged Live Series @ HUT 7:00 FREE	16 Culture Blocks Free Community Gathering & Lunch PUMC 12:00-1:30 pm	17
Council Work Session 6 pm @ Telephone Bldg.	19	20	21	22	23	24
25	26	27	28 Offices Closed for THANKSGIVING	29 for Thanksgiving THANKSGIVING	30 SMALL BUSINESS SATURDAY.	1
2	3	4	5	6	7 Annual Tree Lighting Event 3:00-5:30 pm Corner of Church & Main St.	8

Notes:



December

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
25	26	27	28	29	30	1
2	3	4	5	6	7 HOLIDAY @ Hut 10am-6pm	POP-UP MARKET 1 pm-6 pm
9	Town Council Meeting @ HUT @ 6:30 pm	11	12	13	14	15
16 Council Workshop @ 6 pm @ Tele/Elect Bldg.	17	18	19	20	21 Breakfast w/Santa Fire House 8:00am – 11:00 am	22
23 Offices Close Early	Santa's Ride Thru Town @ around 8AM	25 1011011111111111111111111111111111111	26	27 TOWN OFFICES REOPEN @ 8AM	28	29
30	31	1 TOWN OFFICES CLOSED	2	3	4	5

Notes: *** No business conducted; Swearing in of newly elected Council Members





CLOSED SESSION

Discussion of matters pursuant to NCGS 143-318.11(6)

(Personnel Issues)

ADJOURNMENT